BILLS AND NOTES—HOLDER IN DUE COURSE.—The maker of a check is sought to be held liable upon a check fraudulently put in circulation by his clerk. The plaintiff is a holder in due course. *Held* under the Negotiable Instruments Law, § 35 (33) the plaintiff is conclusively presumed to have taken the check through a valid delivery. *Buzzell* v. *Tobin,* (1909), — Mass. —, 86 N. E. 923.

Before the general enactment of the statute many cases declared that a negotiable instrument was not complete until delivery for the purpose of giving effect thereto. *Burson* v. *Huntington,* 21 Mich. 416; *Baxendale* v. *Bennett* (1878), L. R. 3 Q. B. D. 525; *Branch* v. *Sinking Fund,* 80 Va. 427, 56 Am. Rep. 596. In the cases just cited the defense of a want of delivery was allowed as against holders in due course. The contrary doctrine had been held by other courts. *Kinyon* v. *Wolford,* 17 Minn. 239; *Martin* v. *Muhlke,* 186 Ill. 327, 57 N. E. 954. Section 18 of the Negotiable Instruments Law of Michigan which is typical of the American Statutes, says: "Where the instrument is in the hands of a holder in due course, a valid delivery thereof by all the parties prior to him, so as to make them liable to him, is conclusively presumed." The Statute affirms what is probably the rule according to the numerical weight of authority in this country. BUNKER, NEGOTIABLE INSTRUMENTS 59.

CARRIERS—EXEMPTION FROM LIABILITY FOR NEGLIGENCE UNDER SPECIAL CONTRACT.—A circus company, of which the plaintiff was an employee, contracted with the defendant for the transportation of a circus train. The contract stipulated that the defendant should not be held liable for injuries to persons or property, even though such injuries resulted from its negligence. It was not shown that the plaintiff had any knowledge of the provisions of the contract. In an action for damages for injuries occasioned by the negligence of the defendant, it was *held,* that the plaintiff was not bound by the contract and could recover. *Sager* v. *Northern Pac. Ry. Co.* (1908), — C. C. D., Minn., 4th Div. —, 166 Fed. 526.

In the absence of a special contract the carrier is liable for injuries resulting from its negligence, to all lawfully upon its trains. *Chamberlain* v. *Pierson,* 87 Fed. 420; *Blair* v. *Erie Ry.,* 66 N. Y. 313; *Brewer* v. *New York, etc. R. R.,* 124 N. Y. 59; HUTCHINSON, CARRIERS, § 1018. The carrier of passengers cannot, ordinarily, contract against the consequences of its own negligence, in the performance of its common law duties. *Voight* v. *Baltimore etc. Ry.,* 79 Fed. 561; *Jones* v. *St. Louis etc. Ry.,* 125 Mo. 666; *Feldschneider* v. *Chgo. etc. Ry.,* 122 Wis. 423. But it is under no obligation to carry special cars, such as circus trains, and may, therefore, make special contracts with reference thereto, and may stipulate for exemption from liability even if resulting from its own negligence. *Long* v. *Lehigh etc. Ry.,* 130 Fed. 870; *Peterson* v. *Chgo. etc. Ry.,* 119 Wis. 197. Such a contract is, however, operative only as between the parties to it, and does not bind employees who do not consent to its provisions, either expressly or impliedly. *Voight* v. *Baltimore etc. Ry.,* supra; *Brewer* v.